

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

RICHARD O. BUSE,)
v.)
Plaintiff,)
No. C-08-0510-MJP
FIRST AMERICAN TITLE INSURANCE)
COMPANY; FORECLOSURELINK, INC.;)
GREENPOINT MORTGAGE FUNDING,)
INC., MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.,)
RESCOMM HOLDINGS NO. 2, LLC; UM)
ACQUISITIONS, LLC; TOM BLOCK, and Doe)
Defendants 1 through 20,)
Defendants.)
**ANSWER TO FIRST AMENDED
COMPLAINT BY DEFENDANT
GREENPOINT MORTGAGE
FUNDING, INC.**

Defendant Greenpoint Mortgage Funding, Inc. (“Defendant” or “Greenpoint”) answers the Plaintiff’s First Amended Complaint as follows:

I. PARTIES

1.1 Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of this paragraph, and on that basis denies the allegations contained therein.

1.2 Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of this paragraph, and on that basis denies the allegations contained

GREENPOINT ANSWER TO COMPLAINT 1 OF 8

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1 therein.

2 1.3 Greenpoint lacks sufficient knowledge or information to form a belief as to the
3 truth of the allegations of this paragraph, and on that basis denies the allegations contained
4 therein.

5 1.4 Greenpoint admits that it is a New York corporation that is licensed to conduct
6 business in the State of Washington, and that Greenpoint was the original lender to Buse and
7 obtained a security interest in his property. Greenpoint denies the remaining allegations contained
8 in paragraph 1.4.

9 1.5 Greenpoint admits that Defendant MORTGAGE ELECTRONIC
10 REGISTRATION SYSTEMS, INC. ("MERS") is a Delaware corporation, that it had a security
11 interest in Mr. Buse's real property as a beneficiary under the Deed of Trust encumbering
12 property owned by Buse. Greenpoint lacks sufficient knowledge or information to form a belief
13 as to the truth of the remaining allegations contained in paragraph 1.5.

14 1.6 Greenpoint admits that it transferred ownership of Buse's loan to Rescomm
15 Holdings No. 2, LLC. Greenpoint lacks sufficient knowledge or information to form a belief as to
16 the truth of the allegations of this paragraph, and on that basis denies the allegations contained
17 therein.

18 1.7 Greenpoint lacks sufficient knowledge or information to form a belief as to the
19 truth of the allegations of this paragraph, and on that basis denies the allegations contained
20 therein.

21 1.8 Greenpoint lacks sufficient knowledge or information to form a belief as to the
22 truth of the allegations of this paragraph, and on that basis denies the allegations contained
23 therein.

24 1.9 Greenpoint lacks sufficient knowledge or information to form a belief as to the
25 truth of the allegations of this paragraph, and on that basis denies the allegations contained
26 therein.

GREENPOINT ANSWER TO COMPLAINT 2 OF 8

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1.10 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the allegations of this paragraph, and on that basis denies the allegations contained therein.

1.11 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the allegations of this paragraph, and on that basis denies the allegations contained therein.

1.12 Denied.

II. FACTUAL ALLEGATIONS

2.1 Denied.

2.2 Greenpoint admits the first four sentences of this paragraph. The remaining allegations of paragraph 2.2 constitute legal conclusions and/or legal arguments and not allegations of ultimate facts, and no response is therefore required to those remaining allegations.

2.3 Greenpoint admits the first sentence of this paragraph. Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

2.4 The documents attached as Exhibit 3 and Exhibit 4 to the Amended Complaint speak for themselves and Greenpoint denies any allegations contained within paragraph 2.4 that are inconsistent with the actual Exhibits 3 and 4.

2.5 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

2.6 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

2.7 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations

1 contained therein.

2 2.8 Greenpoint lacks sufficient knowledge or information to form a belief as to the
3 truth of the remaining allegations of this paragraph, and on that basis denies the allegations
4 contained therein.

5 2.9 Greenpoint lacks sufficient knowledge or information to form a belief as to the
6 truth of the remaining allegations of this paragraph, and on that basis denies the allegations
7 contained therein.

8 2.10 Greenpoint lacks sufficient knowledge or information to form a belief as to the
9 truth of the remaining allegations of this paragraph, and on that basis denies the allegations
10 contained therein.

11 2.11 Greenpoint lacks sufficient knowledge or information to form a belief as to the
12 truth of the remaining allegations of this paragraph, and on that basis denies the allegations
13 contained therein.

14 2.12 Greenpoint lacks sufficient knowledge or information to form a belief as to the
15 truth of the remaining allegations of this paragraph, and on that basis denies the allegations
16 contained therein.

17 **III. INFILCTION OF EMOTIONAL DISTRESS**

18 3.1 Greenpoint realleges each response contained in this Answer as though set forth in
19 full herein.

20 3.2 Denied.

21 3.3 Denied.

22 **IV. SLANDER OF TITLE**

23 4.1 Greenpoint realleges each response contained in this Answer as though set forth in
24 full herein.

25 4.2 Denied.

26 4.3 Denied.

V. SLANDER OF TITLE

5.1 Greenpoint realleges each response contained in this Answer as though set forth in full herein.

5.2 Greenpoint denies that it owed Plaintiff a fiduciary duty or quasi-fiduciary duty, and denies the allegations of this paragraph to the extent they relate to Greenpoint.

5.3 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

5.4 Denied.

VI. VIOLATION OF THE CONSUMER PROTECTION ACT

6.1 Greenpoint realleges each response contained in this Answer as though set forth in full herein.

6.2 Denied.

6.3 Denied.

**VII. COMPLAINT FOR TEMPORARY RESTRAINING ORDER AND ISSUANCE OF
A PRELIMINARY INJUNCTION**

7.1 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

7.2 This paragraph sets forth legal argument rather than allegations of ultimate facts, and therefore no responsive pleading is necessary.

7.3 This paragraph sets forth legal argument rather than allegations of ultimate facts, and therefore no responsive pleading is necessary.

1 **VIII. VIOLATIONS OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT**

2 8.1 Greenpoint realleges each response contained in this Answer as though set forth in
3 full herein.

4 8.2 Denied.

5 8.3 Denied.

6 8.4 Greenpoint lacks sufficient knowledge or information to form a belief as to the
7 truth of the remaining allegations of this paragraph, and on that basis denies the allegations
8 contained therein.

9 **AFFIRMATIVE DEFENSES**

10 As separate and affirmative defenses to Plaintiffs Amended Complaint, Defendant alleges
11 the following:

12 **FIRST AFFIRMATIVE DEFENSE**

13 (Failure to State a Cause of Action)

14 Plaintiff's complaint in whole or in part fails to set forth causes of action upon which
15 relief can be granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 (Fault of Third Parties)

18 The matters complained of in the Complaint were proximately caused, in whole or in
19 part, by the acts or omissions of a third party or parties or by Plaintiff. Accordingly, the
20 Defendant is not responsible for Plaintiff's damages, if any.

21 **THIRD AFFIRMATIVE DEFENSE**

22 (No Proximate Cause)

23 None of the injuries allegedly suffered by Plaintiff were proximately caused by
24 Greenpoint's conduct.

FOURTH AFFIRMATIVE DEFENSE

(Justification)

The acts or omissions complained of by Plaintiff were justified.

FIFTH AFFIRMATIVE DEFENSE

(No Punitive Damages)

Greenpoint has not acted with oppression, fraud or malice toward Plaintiff, and therefore, Plaintiff is not entitled to exemplary or punitive damages.

SIXTH AFFIRMATIVE DEFENSE

(Compliance with Statutes)

Greenpoint has complied with all relevant Washington and federal statutes governing the relationship between Plaintiff and Defendant regarding the alleged conduct of Defendant in the Complaint.

SEVENTH AFFIRMATIVE DEFENSE

(Reservation of Additional Affirmative Defenses)

Defendant's investigation of the actions described in the complaint is ongoing and not complete. Thus, Greenpoint reserves the right to assert additional affirmative defenses in the event that discovery indicates that they would be appropriate.

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III

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GREENPOINT ANSWER TO COMPLAINT 7 OF 8

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1 Based upon the foregoing, Greenpoint respectfully requests that:

2 1. The Plaintiff take nothing by way of his Amended Complaint;

3 2. For costs of suit; and,

4 3. For such other and further relief as the Court deems proper.

5

6 DATED this 9th day of May, 2008

7 **ROUTH CRABTREE OLSEN, P.S.**

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9 By: /s/ Steven Linkon
10 Steven Linkon, WSB #34896
11 Attorneys for Defendant, Greenpoint

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GREENPOINT ANSWER TO COMPLAINT 8 OF 8

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